

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: WORLD TRADE CENTER DISASTER
SITE LITIGATION

21 MC 100 (AKH)

07 CIV. 5652 (AKH)

07 CIV. 7393 (AKH)

**STIPULATION OF DISMISSAL OF
CERTAIN DEFENDANTS ONLY
WITHOUT PREJUDICE**

THIS DOCUMENT APPLIES TO ALL WORLD
TRADE CENTER DISASTER SITE LITIGATION

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the undersigned, that the claims of the plaintiffs Robert Pellechia, M.D., Brenda Pellechia, and Jeffrey Amato (hereinafter "Plaintiffs") against Bovis Construction, Bovis Holdings Limited, Bovis International, Inc., Bovis International, Bovis Lend Lease, Inc., Bovis Lend Lease Interiors, Inc. (together, hereinafter referred to as the "Incorrectly Named Bovis Defendants"), Tully Construction Company, Tully Construction Company, Inc., Tully Industries Inc., Tully Consulting Corp. (together, hereinafter referred to as the "Incorrectly Named Tully Defendants"), Turner Construction Co., Turner Construction-International, LLC (together, hereinafter referred to as the "Incorrectly Named Turner Defendants"), Liberty Mutual Managed Care, Inc., and Plaza Construction Management Corp., be and hereby are dismissed without prejudice. As of the date of execution of this Stipulation, Plaintiffs will cease naming these entities in all Check-Off Complaints Related to the Master Complaint ("Short Form Complaints"). Plaintiffs nevertheless reserve their right to resume naming any of these entities in future Short Form Complaints, based on the occurrence of certain conditions as detailed below.

IT IS FURTHER STIPULATED AND AGREED that the claims of the Plaintiffs against Acrow Corporation of America, Allcom Electric, ASG Pest Control, ASG Pest Control Services, Inc., ATC Associates, Inc., Atlas Concrete Corp, Avanti Demolition & Carting Corp., Bergen Concrete Cutting, Inc., C & D Fireproofing and Plastering Corp., C & D Painting and Decorating, Inc., Certified Fence Corp., Civetta Cousins JV, L.L.C., Clarco Enterprise Corp, Clarco Enterprises LLC, Craig Test Boring, Criticom International Corp., DCM Erectors, Inc., Eagle Scaffolding Co., Entertainment Partners Corp, ET Environmental, F&G Mechanical Corporation, F&G Mechanical Inc.,

New York City Department of Education, New York City Economic Development Corporation, New York City Industrial Development Agency, New York City Industrial Development Corporation, New York City School Construction Authority, Nicholson/Heywood Joint Venture, Off Road Welding, Inc., Olympic Plumbing and Heating, Ove Arup & Partners P.C., Parson Group LLC, Regional Scaffold & Hoisting Co, Inc., Rich Mark Contracting, Inc, Rich Mark Environmental Services, Inc., Robert Errat, Shel Drake Organization, Inc., Star Delta Electric, Stier Anderson, LLC, Summit Structures LLC, Telenet Communications Inc., and ThyssenKrupp Elevator Co. (incorrectly named in some Complaints as “TyysenKrupp Elevator Corporation” and “Thyssenkrupp Elevator Corporation”), United States Rebar, Inc., Vertical Technology (ies) Inc, W. Harris & Sons Inc., (together, hereinafter referred to as the “Exiting Defendants”) be and hereby are dismissed without prejudice. As of the date of execution of this Stipulation, Plaintiffs will cease naming these entities in all Check-Off Complaints Related to the Master Complaint (“Short Form Complaints”). Plaintiffs nevertheless reserve their right to resume naming any of these entities in future Short Form Complaints, based on the occurrence of certain conditions as detailed below.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendant Bovis Lend Lease LMB, Inc., Plaintiffs may move to reinstate or state any or all claims against any or all of the Incorrectly Named Bovis Defendants, based on the discovery of facts they assert support a claim against the Incorrectly Named Bovis Defendant(s), where such facts were not provided in discovery as of the date of this Stipulation. The Incorrectly Named Bovis Defendants will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendant Tully Construction Co. Inc. and/or Evergreen Recycling of Corona (E.R.O.C.), Plaintiffs may move to reinstate or state any or all claims against any or all of the Incorrectly Named Tully Defendants, based on the discovery of facts they assert support a claim against the Incorrectly Named Tully Defendant(s), where such facts were not provided in discovery as of the date of this Stipulation. The Incorrectly Named Tully Defendants will not raise the Statute

of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendant Turner Construction Company, Plaintiffs may move to reinstate or state any or all claims against any or all of the Incorrectly Named Turner Defendants, based on the discovery of facts they assert support a claim against the Incorrectly Named Turner Defendant(s), where such facts were not provided in discovery as of the date of this Stipulation. The Incorrectly Named Turner Defendants will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed against defendants Liberty Mutual Group, Liberty Mutual Insurance Company and Helmsman Management Services, Inc., Plaintiffs may move to reinstate or state any or all claims against Liberty Mutual Managed Care, Inc., based on the discovery of facts they assert support a claim against Liberty Mutual Managed Care, Inc., where such facts were not provided in discovery as of the date of this Stipulation. Liberty Mutual Managed Care, Inc. will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that until such time, if ever, as the claims of Plaintiffs are dismissed, Plaintiffs may move to reinstate or state any or all claims against any of the Exiting Defendants based on the discovery of facts they assert support a claim against the respective Exiting Defendant, where such facts were not provided in discovery as of the date of this Stipulation. The Exiting Defendants will not raise the Statute of Limitations as a defense if the original action was timely filed and served.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Incorrectly Named Bovis Defendants at such time, if ever, as the claims of such Plaintiff(s) against defendant Bovis Lend Lease LMB, Inc. are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Incorrectly Named Tully Defendants at such time, if ever, as the claims

of such Plaintiff(s) against defendant Tully Construction Co. Inc. and/or Evergreen Recycling of Corona (E.R.O.C.) are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Incorrectly Named Turner Defendants at such time, if ever, as the claims of such Plaintiff(s) against defendant Turner Construction Company are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against Liberty Mutual Managed Care, Inc., at such time, if ever, as the claims of such Plaintiff(s) against defendants Liberty Mutual Group, Liberty Mutual Insurance Company and Helmsman Management Services, Inc. are dismissed.

IT IS FURTHER STIPULATED AND AGREED that this Order shall constitute a dismissal with prejudice as to the claims of any or all Plaintiffs against the Exiting Defendants at such time, if ever, as the claims of such Plaintiff (s) are dismissed.

Dated: New York, New York

~~August~~ 19, 2007
October

JOSEPH GIARAMITA, JR., ESQ.

By: 

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Attorney for Plaintiffs Robert Pellechia, M.D.,
Brenda Pellechia, and Jeffrey Amato

Dated: New York, New York

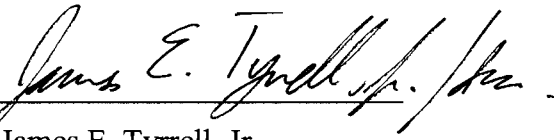
August __, 2007

PATTON BOGGS LLP

By: _____

Dated: New York, New York
November 5, 2007

PATTON BOGGS LLP


By: 
James E. Tyrrell, Jr.

One Riverfront Plaza, 6th Floor
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(973) 848-5600

Attorneys for Defendants listed in
Exhibit A

Dated: New York, New York
November 5, 2007

MOUND COTTON WOLLAN
& GREENGRASS

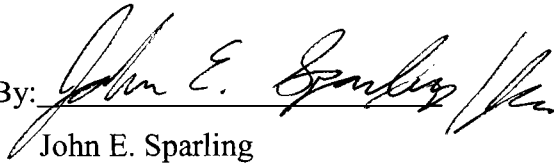
By: 
Mark J. Weber

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Attorneys for Defendants Amec
Construction Management, Inc.,
Amec Earth & Environmental,
Inc., Tully Construction Co. Inc.,
Tully Construction Company,
Tully Industries Inc., and Tully
Consulting Corp.

Dated: New York, New York
November 5, 2007

LONDON FISCHER LLP

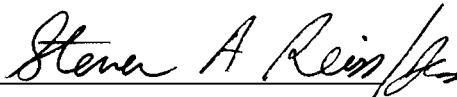
By: 

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Attorneys for Defendants Turner
Construction Company, Turner
Construction Co., and Turner
Construction-International, LLC

Dated: New York, New York
November 5, 2007

WEIL, GOTSHAL & MANGES LLP

By: 

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Attorneys for Defendants Bovis
Lend Lease LMB, Inc., Bovis
Construction, Bovis Holdings
Limited, Bovis International,
Inc., Bovis Lend Lease, Inc.,
Bovis Lend Lease Interiors, Inc.

Dated: New York, New York
November 5, 2007

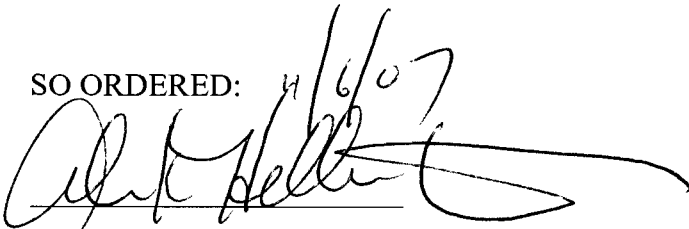
CORPORATION COUNSEL OF THE CITY OF
NEW YORK

By: Kenneth A. Becker /s/

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New York, NY 10007
(212) 676-2740

Attorneys for Defendants New
York City Economic Development
Corporation, New York City
Industrial Development Agency

SO ORDERED: ^{11/6/07}

A handwritten signature in black ink, appearing to read "Alvin Hellerstein", is written over a horizontal line. Above the signature, the date "11/6/07" is handwritten.

Hon. Alvin Hellerstein, U.S.D.J.

EXHIBIT A

DEFENDANTS REPRESENTED BY PATTON BOGGS LLP

Amec Construction Management, Inc.
Amec Earth & Environmental, Inc.
ASG Pest Control
ASG Pest Control Services, Inc.
Bovis Construction
Bovis Holdings Limited
Bovis International, Inc.
Bovis Lend Lease Interiors, Inc.
Bovis Lend Lease LMB, Inc.
Bovis Lend Lease, Inc.
C & D Fireproofing and Plastering Corp.
Civetta Cousins JV, L.L.C.
Craig Test Boring
Criticom International Corp.
Eagle Scaffolding Co.
ET Environmental
F&G Mechanical Corporation
F&G Mechanical Inc.
Helmsman Management Services, Inc.
Liberty Mutual Group
Liberty Mutual Insurance Company
Liberty Mutual Managed Care, Inc.
Ment Bros. Iron Works Co., Inc.
Musco Sports Lighting, LLC
Nicholson Construction Co.
Nicholson/Heywood Joint Venture
Olympic Plumbing and Heating
Parsons Group LLC
Plaza Construction Corporation
Plaza Construction Management Corp.
Regional Scaffold & Hoisting Co, Inc.
Rich Mark Contracting, Inc.
Rich Mark Environmental Services, Inc.
Stier Anderson, LLC
Summit Structures LLC
Telenet Communications Inc.
ThyssenKrupp Elevator Co.
Thyssenkrupp Elevator Corporation
Tully Construction Co. Inc.
Tully Construction Company
Tully Construction Company, Inc.
Tully Consulting Corp.

Tully Industries Inc.
Turner Construction Co.
Turner Construction Company
Turner Construction-International, LLC